

Eagle Movers, Inc.
929 W. Bruce St.
Milwaukee, WI. 53204

12/20/2023

UNITED STATES COURTS
EASTERN DISTRICT OF WISCONSIN
FILED

DEC 22 2023

United States Bankruptcy Court
For the Eastern District of Wisconsin

11:59 PM
AFTER HOURS

Attachment for Proof of Claim , **case number 23-25643-mb**

Exception to Discharge:

Based on *11 U.S.C. Statute 523 (a)(2)*

- (a) A discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt-
- (2) for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by-
- (A) false pretense, a false representation, or actual fraud other than a statement respecting the debtor's or an insider's financial condition;

History: On September 13th 2022 Christopher Knight hired Eagle Movers Inc. to move his belongings from a home on Longwood Ave in Elm Grove Wisconsin to a home at 1005 Lone Tree Road in Elm Grove Wisconsin.

The move was large and extra workers had to be added to complete the move. Work began at 9:00 AM and continued on until 8:30 PM. Upon completion of the service, payment for the service was requested and Mr. Knight gave the foreman a credit card number. The moving crew then returned to the now closed office of Eagle Movers, Inc.

The following day the credit card number was applied but declined by the credit card company. Mr. Knight was immediately called but did not answer the call so a message was left on his voice mail, as well as at least four requests for payment by e-mail.

The balance of the moving bill was \$4,140.00 and after some time (11/30/22) Mr. Knight paid \$2,000 on a different credit card and promised to pay the balance on a further date.

Many attempts were made to contact Mr. Knight about the owed balance but Mr. Knight failed in every effort to even return a call or to pay any sum against the balance owed.

On May 1st of 2023 a law suit was filed against Mr. Knight and his real estate business in the Wisconsin Circuit Court (*Case Number 2023SC8332*). The case was heard on 9/25/23 where Mr. Knight was there in person.

Before a court commissioner Mr. Knight agreed to immediately pay \$100.00 and signed a stipulated order requiring him to pay all of the \$2,330.00 still owed on or before December 30th 2023.

Mr., Knight applied for bankruptcy chapter 13 protection on 12/8/23 further freezing Eagle Movers, Inc's attempt to collect the money owed to it.

Mr. Knight, from the inception, orchestrated a deliberate plan to evade payment of the \$4,140.00 moving bill owed to Eagle Movers, Inc.. Notably, he provided an invalid Credit Card number to the crew foreman during the late hours of the moving day, ensuring the departure of the moving crew without immediate payment. Subsequent to this, Mr. Knight consistently failed to respond to telephone calls and emails, demonstrating a calculated effort to shirk financial responsibility.

In late November of 2023, Mr. Knight fortuitously made a partial payment but coupled it with an apology and a renewed promise to settle the remaining balance. Unfortunately, this commitment proved insincere, and Mr. Knight persisted in his evasion tactics. Legal proceedings were initiated against Mr. Knight, prompting his retention of legal representation, resulting in strategically timed court delays.

Moreover, during court proceedings, Mr. Knight informed a Court Commissioner that he would settle the bill on or before December 30th, 2023, as per the terms outlined in the Stipulation and Order to dismiss the complaint on Payment Terms Document. However, given his past actions and subsequent conduct, doubts linger regarding the veracity of this commitment.

While we refrain from characterizing Mr. Knight's actions as outright fraud, the evidence suggests a pattern of conduct involving false pretense and false representation. In light of these circumstances, Eagle Movers, Inc. respectfully requests that the court deems our claim as a valid exception to discharge.

We appreciate the court's attention to this matter and trust that, in the interest of justice, a thorough examination of the evidence will be conducted. We remain committed to resolving this issue in accordance with the law and appreciate the court's time and consideration

Sincerely,

Thomas Brittain, President Eagle Movers, Inc.